

ORMD Straw Man

First things first...

INFORMAL COMMENTS OF DOMININ RETAIL 01/22/2009 (in blue, some minor notations in the text in red)

General comments

- Standardize any reference to “electric suppliers” throughout the document.
- We think it’s premature to discuss fonts, bolding, etc. marketers need to have leeway for creative marketing pieces.
- We think that, where it is agreed that certain rules or processes need to be conveyed in any marketer’s material, it is not necessary to have a standard statement that all marketers must use. As mentioned above, marketers need to have leeway for creative marketing pieces.

1. Legal Authority

For those who did not attend the last workshop or the December 15th Consumer Protections work group call, the following should help put this document into perspective. It is the ORMD’s goal to make discussions on additional retail electricity requirements more productive by focusing on actual language for any proposed requirements. The intent is to move away from “concepts” to something more specific and concrete. By doing that, we also want to keep the discussions on the substantive merits of the proposed requirements rather than the path by which they might be implemented or the Commission’s current legal authority to implement them. In other words, for the time being, we are interested in the “what” rather than the “how.” However, if parties wish to further comment on the “how”, they are encouraged to refer to Section 2.VI on the [ORMD’s previous Request for Comments](#). This document is not meant to be comprehensive and we obviously welcome additional proposed language for discussion purposes.

2. Applicability

In prior workshops there has been discussion about the intended customer group(s) to which certain requirements and/or utility business practices should apply and the same discussion needs to be had for the proposals found in here. In order to receive meaningful feedback from everyone we decided to throw a proposal out there. It should come as no surprise that there likely will not be a cut-off that will be perfect in each and every circumstance. Having said that, we feel that limiting the majority of these proposed requirements to the residential customer class does not sufficiently take into account the fact that the smallest commercial customers do not necessarily have substantially different characteristics than residential customers. At the same time, we recognize that making these requirements apply to larger customers has the potential to create significant inefficiencies for the commercial and industrial customer class and to worsen the competitive shopping process for those customers. With that in mind we would like to get feedback on the proposal to use the statutory definition of a small commercial customer to create the cut-off. Section 16-102 of the Public Utilities Act defines a small commercial retail customer as someone who consumes no more than 15,000 kilowatt-hours of electricity annually. We propose to make all sections of the straw man apply to those small commercial customers, in addition to residential customers. The only exceptions would be sections I.1, I.2, I.3, 2.4, IV.3, and V, which we propose to apply to all customer classes. We recognize that, in the absence of utility-provided customer lists, it will not always be clear to a RES whether or not a particular potential customer falls under the definition of a small commercial customer. We also recognize that there is more customer “movement” around the 15,000 kWh annual usage cut-off than, say, a 100kW demand cut-off. However, we believe that choosing the 100kW (in ComEd’s case) and 150kW (in Ameren’s case) demand cut-off would include a substantial number of commercial and industrial customers with characteristics that are very different from that of the residential and smallest commercial customers. With that we invite thoughtful and constructive criticism of such a cut-off for most of the provisions found below.

Dominion Retail would support the exclusion of all the commercial accounts as a solution to this problem.

Dominion Retail has serious concerns with using the 15,000kWh annual usage without, as is noted above, the utilities providing a customer list. This will also create significant inefficiencies for marketing to and responding to the “Mass Market” customers. Dominion Retail would support leaving it as is.

Dominion Retail suggests that maybe, for these “larger” commercial accounts (still to be defined), a Waiver (Document or Contract Provision) to these additional conditions, signed or acknowledged by the customer, could be designed.

Section I: Marketing Practices

1. Training of ARES sales agents

All relevant sales agents (whether directly employed by the ARES or otherwise exclusively selling the ARES' electricity supply service) shall have intimate knowledge of these Retail Electricity Requirements and other relevant statutes, rules, and regulations. All sales agents should be familiar with the supplier's products and services, including the rates, applicable termination fees, payment options and the customers' right to cancel. In addition, the sales agents shall have the ability to provide the customer with a toll-free number for billing questions, disputes, and complaints, as well as the Commission's toll-free phone number for complaints. An electric supplier and its sales agents shall not utilize false, misleading, materially inaccurate, or otherwise deceptive language or materials in soliciting or providing services.

2. Do Not Contact List

An electric supplier and its sales agents shall refrain from any direct marketing or soliciting of electric supply service to customers on the electric utility's "Do Not Contact List", which the electric supplier shall obtain on the 15th calendar day of the month from the electric utility. If the 15th calendar day is a non-business day then the electric supplier shall obtain the list on the next business day following the 15th calendar day of that month. The "Do Not Contact List" maintained by the electric utility shall contain the customer's name, address, and phone number(s).

3. Customer authorization

(i) An electric supplier must retain, for a minimum of two years or for the length of the sales contract whichever is longer, verifiable proof of authorization to change suppliers for each customer. Authorization records need to be provided by the electric supplier within seven business days after a request is made by the Commission or Commission Staff.

(ii) Throughout the duration of the contract, and for two years thereafter, the alternative electric supplier shall retain and, within seven business days of the customer's request, provide the customer a copy of the sales contract via e-mail, U.S. mail, or facsimile.

4. In-Person Marketing

(i) Sales agents who contact customers in person at a location other than the electric supplier's place of business for the purpose of selling any product or service offered by the electric supplier are required to produce identification, to be visible at all times, which a) prominently displays in reasonable size type face the full name of the marketing representative, b) displays a photograph of the marketing representative and c) depicts the legitimate trade name and logo of the electric supplier they are representing. This identification has to be presented as soon as possible and prior to describing any products or services offered by the electric supplier.

(ii) The sales agent has to read to the customer all items within the uniform disclosure statement. The minimum list of items to be included in the disclosure statement is contained in the uniform disclosure requirements section below. Additionally, the sales agent must require the customer to initial the written uniform disclosure statement, of which a copy is to be left with the customer at the conclusion of the sales visit. The uniform disclosure statement can be either part of the first page of the sales contract or a separate document.

[Could the disclosure information be included in an Environmental Disclosure](#)

Statement, as another alternative?

(iii) Where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the sales agent or where the customer or another third party informs the sales agent of this circumstance, the sales agent shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead, use an interpreter at the premise, or terminate the in-person contact with the customer. When the use of an interpreter is necessary, the customer and the interpreter must sign a form consistent with Section 2N of the Consumer Fraud and Deceptive Business Practices Act. The sales agent shall leave the premises of a customer when requested to do so by the customer or the owner or occupant of the premises. The sales agent must remove the person's name from the marketing database upon that person's request.

Dominion Retail assumes that a marketer would not be prevented from leaving all the appropriate solicitation material in the customer's own language for a customer-initiated enrollment.

Last sentence:

The sales agent must have a person's name added to the ARES's Do Not Contact List upon the authorized person's request.

Section 2N of the Consumer Fraud and Deceptive Business Practices Act, were we told that this was a cut and paste from another state?

Dominion thinks that this is overkill.

5. Telemarketing

We believe that this section should be labeled Outbound Telemarketing and that another section should be added for Inbound Telemarketing, similar to other states.

(i) In addition to complying with 815 ILCS 15 (Telephone Solicitations Act), ARES sales agents who contact customers by telephone for the purpose of selling any product or

service shall provide the sales agent's name and, on request, the identification number;

(ii) Where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and the customer or another third party informs the ARES sales agent of this circumstance, the sales agent must immediately transfer the customer to a representative who speaks the customer's language, if such a representative is available, or terminate the call.

(iii) The sales agent has to read to the customer all items within the uniform disclosure statement. The minimum list of items to be included in the disclosure statement is contained in the uniform disclosure requirements section below. Additionally, the third-party verifier must require the customer to verbally acknowledge that he or she understands the uniform disclosure statement. The written disclosure statement and sales contract must be mailed to the customer within 3 business days of the enrollment. The uniform disclosure statement can be either part of the first page of the sales contract or a separate document.

6. Direct Mail

Each ARES that contacts customers for enrollment by direct mail shall include a uniform disclosure statement. If the ARES, at the time of the mailing, offers more than one product or service to the customer class being solicited, the ARES must provide a separate uniform disclosure statement for those products and services as well. The minimum list of items to be included in the disclosure statement is contained in the uniform disclosure requirements section below. The Letter of Authorization shall contain a statement that the customer has read and understood the terms and conditions contained in the uniform disclosure statement. The uniform disclosure statement must be printed on a document that will stay with the customer and is not required to be mailed back to the electric supplier.

7. Online Marketing

Dominion Retail thinks there should be a distinction between unsolicited and solicited Online Marketing. Solicited would require a key (like a promo code) that was included in the solicitation. This will eliminate the need for entering many of the data fields required below, they could be pre-populate.

i) Each ARES that offers retail electric products for enrollment on its website shall prominently display the full description for any products offered without the consumer having to enter any personal information other than zip code and type of service being sought (residential or commercial). The ARES shall provide a detailed description of any product and service offered for sale printable in no more than a two-page format and shall be available for downloading by the customer.

Should also require the utility name (probably a drop-down). This will help eliminate the effects of overlapping zip codes.

ii) The alternative electric supplier shall obtain, in accordance with the procedures outlined below, an authorization to change electric suppliers that confirms and includes appropriate verification data by encrypted customer input on a supplier's Internet web site.

(iii) The electric supplier shall require the following customer information in an electronic authorization form:

- (1) The customer's name;
- (2) Confirmation that the person completing the form is authorized to make the supplier change;
- (3) Confirmation that the person completing the form wants to make the supplier change;

- (4) The customer's consent to the price of the service to be supplied and the material terms and conditions of the service being offered;
- (5) The service address affected by the supplier switch;
- (6) The utility account number;
- (7) The billing address if different from service address; and
- (8) The customer's electronic mail address.

(iv) The Internet enrollment website shall, at a minimum, include:

- (1) All items within the uniform disclosure statement. The minimum list of items to be included in the disclosure statement is contained in the uniform disclosure requirements section below.
- (2) A statement that electronic acceptance of a sales contract is an agreement to initiate service and begin enrollment.
- (3) A statement that if the customer is currently with an electric supplier other than the utility, the customer should consult the sales contract and/or contact the existing supplier to learn if any early termination fees are applicable.
- (4) A requirement that the customer accept or not accept the sales contract by clicking the appropriate box, displayed as part of the terms and conditions.
- (5) Confirmation that the customer has been enrolled with an identification number and date to allow the customer to verify the specific sales agreement to which the customer assents.
- (6) A conspicuous prompt for the customer to print or save a copy of the contract.
- (7) An option for the customer to request a hard copy of the sales contract by U.S. mail.
- (8) An e-mail address where the customer can express his or her decision to rescind the sales contract.

Dominion Retail would keep the Disclosure/T&C document the same for Direct Mail, Telemarketing, Door to Door and Internet sales to manage Version Control.

#8 - Dominion Retail would, for consistency purposes, drive these customers to our toll free phone #.

Section II: Rescission/Early Termination and Automatic Renewal of Contract

1. Rescission of sales contract

Within one business day after accepting a valid electronic enrollment request from the electric supplier, the electric utility will notify the customer in writing of the scheduled enrollment and the name of the electric supplier that will be providing power and energy service. If the customer wishes to rescind its enrollment with the supplier, the customer will not incur any early termination fees if the customer contacts either the electric utility or the electric supplier within ten calendar days of the electric utility's processing of the enrollment request. If the tenth calendar day falls on a non-business day the rescission period will be extended through the next business day. The written enrollment notice from the electric utility will state the last day for making a request to rescind the enrollment.

2. Early Termination Fee

Any sales contract that contains an early termination fee shall disclose the amount of the early termination fee or the formula used to calculate the termination fee. It must also state that the early termination fee does not apply if the customer cancels the contract within the rescission period described above.

3. Contract expiration and renewal offers

Dominion Retail suggests that an expiration notice and a renewal offer each have its own sub-section so the actions to be taken are clear.

i) The ARES shall send a notice of contract expiration separate from the bill at least 50 days prior to the date of contract expiration but no more than 90 days in advance of expiration. Nothing in this section shall preclude an ARES from offering a new contract to the customer at any other time during the contract period.

ii) The separate written notice of contract expiration shall include:

(1) a statement on the outside of the envelope or in the subject line of the email (if customer has agreed to receive official documents by e-mail) that states, "Contract Expiration Notice;"

(2) the date the existing contract will expire;

(3) For contracts with a term greater than six months, a statement in bold lettering no smaller than 12 point font that no termination fee shall apply from the date that the contract expiration notice is sent through the end of the existing contract term

(4) The contract terms including the full description of any renewal offers available to the customer; and what affirmative action the customer needs to take by the specified date to continue to receive service from the ARES under the terms of the renewal offer;

(5) A statement in bold lettering no smaller than 12 point font that establishing service with another electric supplier can take up to 45 days, and failure to renew their existing contract or switch to another ARES by the specified date will result in the customer being reverted to the utility default service for 12 months.

(1) Different notice for a Renewal offer.

(2) More flexible terminology (...with the end of your meter reading on month/year) but still accurate.

(3) Dominion Retail would note that there would be no cancel fee for termination or renewal of the contract. We would not want to be constrained in the exact language to be used.

(4) Dominion Retail would send new T&Cs if there were substantive changes to the existing T&Cs, as we do today.

(5) Similar to our response on rescissions, Dominion Retail would drive customers to a toll free phone #. Their tariff and ARES shopping alternatives will be explained to them at that time, where they will also have a chance to ask questions. We would not want to place this on a renewal offer letter, but would on an expiration letter.

iii) If a customer's sales contract includes an automatic renewal clause, an ARES may automatically renew the customer consistent with the automatic renewal clause in the contract and consistent with all the relevant provisions outlined in this section and 815 ILCS 601/10 (Automatic Contract Renewal Act). Any service renewed through the use of an automatic renewal clause shall be in effect for a maximum of 31 days and may be repeatedly used, unless the customer cancels the service. The pricing for an automatic renewal after the term of the original contract may be different than the pricing for the original term, but must be communicated to the customer and permitted by this section and consistent with the original contract.

(Example – fixed price) Dominion Retail would issue a Renewal Offer Letter to existing customers within the timelines outlined above. These offers would not be subject to a cancel fee and the new price and term will be specified in the letter. The original T&C will explain how this process will occur at renewal time. With a cancel at any time provision for the renewal price / term the rate is effectively a month-to-month rate with the obligation on DR to provide the price to the customer until the end of term. If any other terms or conditions of the original contract are changed, the customer's consent is needed.

4. Assigning customers to a different supplier

The electric supplier must not assign the agreement to a different electric supplier unless:

- (1) the new supplier is an ARES certified by the Commission and is registered with the electric utility;
- (2) the rates, terms, and conditions of the agreement being assigned do not change during the remainder of the time covered by the agreement;
- (3) the customer is given no less than 30 days prior written notice of the assignment and contact information for the new supplier; and
- (4) the supplier assigning the contract provides the customer with a toll-free phone number for billing questions, disputes, and complaints.

Section III: Uniform Disclosure Requirements

In addition to providing a copy of the sales contract, electric suppliers must disclose the following information prior to enrolling the customer, regardless of the form of marketing used. The written uniform disclosure statement must use a font of 12 point or larger and, if a separate document, must not exceed two pages in length.

- 1) The legal name of the supplier;
- 2) The supplier's address;
- 3) The supplier's toll free telephone number for billing questions, disputes, and complaints;
- 4) The charges for the service for the length of the contract: if any charges are variable during the term of the contract, an explanation of how the variable charges are determined;
- 5) The length of the agreement including the automatic renewal clause, if any;
- 6) The presence or absence of early termination fees or penalties, and applicable amounts or the basis on which they are calculated;
- 7) Any possible requirement to pay a deposit and the estimated amount of the deposit or basis on which it is calculated;
- 8) Any fees to the applicant for switching to the supplier;
- 9) The name of the electric service offering for which the customer is being solicited;
- 10) A statement that the customer may rescind the agreement within ten calendar days by calling either the electric supplier or the utility and provide both phone numbers;
- 11) A statement that the supplier is an independent seller of electricity and that the supplier is not representing or acting on behalf of the electric utility, governmental bodies, or consumer groups;
- 12) A statement that the utility will continue to deliver the electricity to the customer's premise and will continue to respond to any service calls and emergencies;
- 13) A statement that the customer will receive written notification from the utility confirming the switch of suppliers; and
- 14) If savings are guaranteed, or guaranteed under only certain circumstances, the electric supplier must provide a written statement which includes a plain language description of the conditions that must be present in order for the savings to occur.

Although Dominion Retail has preferences for what could be included in a

disclosure statement, we do not oppose any ARES' voluntary inclusion of any item they deem important to them.

As we discussed at the last meeting, Dominion Retail, as a mass mailer, considers many of these items redundant, maybe up to 3 or 4 times. A disclosure statement, similar to the Credit Card Schumer Box, as we understand it, is supposed to help the customer summarize the more pertinent points of an agreement and not create so much paperwork and reading that it frustrates the customer to "just sign up" without reading the T&Cs or just throw all the paper away. For Dominion Retail, items 1, 2, 3 will already appear on our letter, T&Cs & Q&A, Environmental Disclosure. So with the disclosures at the top of the T&Cs these should not be required within the disclosure statement.

Item (11) - We feel that an ARES shouldn't have to tell potential customers who we aren't, but who we are. Except for unregulated affiliates of utilities in the state where the name and or logo could be mistaken by a customer as the utility itself.

Item (12) – Dominion Retail, in other markets, has explained this in letters, T&Cs or Q&As. Although this could be conveyed, we don't feel that it necessarily needs to be included in the disclosure statement.

Item (13) – Dominion Retail, in other markets, has explained this in letters, T&Cs or Q&As. Although this could be conveyed, we don't feel that it necessarily needs to be included in the disclosure statement.

Items (4, 6, 7, 8, 10 and 14) – Dominion Retail has no problem with these.

Section IV: Dispute Resolution/Customer Complaint Reports

1. Required Supplier information

The electric supplier shall provide Commission Staff with a copy of its bill formats (if it is a billing party), standard customer contract and customer complaint and resolution procedures. It should also provide the name and telephone number of the company representative whom Commission employees may contact to resolve customer complaints and other matters. In any dispute between a customer and an ARES concerning the terms of a contract, any vagueness, obscurity, or ambiguity in the contract will be construed in favor of the customer. The supplier must file updated information within 10 business days after changes in any of the documents or information required to be filed by this section.

Dominion Retail would provide a toll free phone # and e-mail address but would not provide a name since this would be a rotational position.

“...any vagueness, obscurity, or ambiguity...” - Dominion Retail does not believe that this statement is necessary in this document. The normal resolution process for both the customer and the ARES should be sufficient to determine the outcome.

Dominion Retail would like more clarity on having to file changes in any of the documents, etc., especially in regard to contracts. There will be many different variations on contracts based on the product being offered. It doesn't seem reasonable to require changes for all.

2. Dispute Resolution

(i) **Complaint handling.** A residential or small commercial customer has the right to make a formal or informal complaint to the Commission, and an electric supplier contract cannot impair this right. An electric supplier shall not require a residential or small commercial customer as

part of the terms of service to engage in alternative dispute resolution, including requiring complaints to be submitted to arbitration or mediation by third parties. A customer other than a residential or small commercial customer may agree as part of the terms of service to engage in alternative dispute resolution, including requiring complaints to be submitted to arbitration or mediation by third parties. However, nothing in this subsection is intended to prevent a customer other than a residential or small commercial customer to file **[from filing?]** an informal or formal complaint with the Commission if dissatisfied with the results of the alternative dispute resolution.

(ii) **Complaints to electric suppliers.** A customer or applicant for service may submit a complaint in person, or by letter, facsimile transmission, e-mail, or by telephone to an electric supplier. The electric supplier shall promptly investigate and advise the complainant of the results within 14 calendar days. If the electric supplier does not respond to the customer's complaint in writing, the electric supplier shall orally inform the customer of the ability to obtain the electric supplier's response in writing upon request. A customer who is dissatisfied with the electric supplier's review shall be informed of the right to file a complaint with the Commission and the Office of Attorney General.

Dominion Retail does not accept complaints in person nor transact any business with a customer at its offices.

Dominion Retail suggests that the customer be referred to the ICC Staff (ORMD?) for problem resolution, as discussed below. This way we can develop consistent handling and recording of issues and resolutions. This is how it is handled in other jurisdictions.

(iii) **Complaints to the Commission.**

(1) **Informal complaints.**

(A) If a complainant is dissatisfied with the results of an electric supplier's complaint investigation, the electric supplier shall advise the complainant of the Commission's informal complaint resolution process and the following contact information for the Illinois Commerce Commission's Consumer Services Division: Illinois (toll-free) (800) 524-0795, from out-of-state (217) 782-2024, website address: www.icc.illinois.gov, TTY (800) 858-9277, fax (217) 524-

6859. Complaints may be filed with the Consumer Services Division by phone, via the internet, by fax or by mail. Information required to process a customer complaint include:

- (i) The customer's name, billing and service addresses, and telephone number;
- (ii) The name of the electric supplier;
- (iii) The customer account number;
- (iv) An explanation of the facts relevant to the complaint;
- (v) The complainant's requested resolution; and
- (vi) Any documentation that supports the complaint, including copies of bills or terms of service documents.

(B) The Commission's Consumer Services Division may resolve a complaint via phone by completing a [two or] three-way call between the customer, the Consumer Services staff and [/ or] the supplier. If the complaint is resolved on a three-way [this] call, the supplier shall notify the utility of the resolution. If no resolution is reached by phone, and a dispute remains, an informal complaint may be sent to the supplier. Three-way calling may not be available or Consumer Services staff may determine a three-way call is not the best method to handle the customer's complaint in which case an informal complaint will be sent to the supplier. The supplier shall notify the utility of any informal complaint received and remove the disputed charges from the customer's bill until the complaint is resolved. In the case of utility-consolidated billing and the utility purchasing the supplier's receivables, the utility shall cancel disputed supplier charges and remove those charges from the customer's bill upon notification from the supplier an informal complaint has been filed.

As discussed at the last meeting, Dominion Retail thinks that at such point in the resolution process that the ICC Staff (ORMD) indicates that, in their opinion, an adjustment needs or may need to be made, the ARES will submit the appropriate transaction to the utility for the adjustment and the cash affect will flow through the normal POR process. The ARES will e-mail the utility to inform them of this situation, for their records.

As Torsten commented at the last meeting, we would expect these to be cleared up within a short period of time.

(C) All electric suppliers shall provide the Commission with an email address to receive notification of customer complaints from the Commission.

(D) The electric supplier shall investigate all informal complaints and advise the Commission in writing of the results of the investigation within 14 days after the complaint is forwarded to the electric supplier.

(E) The Commission shall review the complaint information and the electric supplier's response and notify the complainant [and ARES] of the results of the Commission's investigation.

(F) While an informal complaint process is pending:

(1) The electric supplier shall not initiate collection activities for any disputed portion of the bill.

(2) A customer shall be obligated to pay any undisputed portion of the bill and the electric supplier may pursue collection activity for nonpayment of the undisputed portion after appropriate notice.

As Torsten commented at the last meeting, we would expect these to be cleared up within a short period of time.

(G) The electric supplier shall keep a record for two years after closure by the Commission of all informal complaints forwarded to it by the Commission. This record shall show the name and address of the complainant, the date, nature and adjustment or disposition of the complaint.

(2) Formal complaints.

If the complainant is not satisfied with the results of the informal complaint process, the complainant may file a formal complaint with the Commission within two years of the date on which the Commission closes the informal complaint.

3. Disclosure of ARES' level of customer complaints

- i) All ARES are required to submit to the Commission a monthly report of all complaints received and resolved during the month. The monthly complaint report shall be provided to the Commission no later than the 15th day of the following month.
- ii) The Commission shall, on a monthly basis, prepare a “consumer complaint report” to be posted on its website for public use. The report shall be in an easy-to-read and user friendly format. The Commission shall develop a ranking system of individual ARES’ complaints ratios in comparison with an ARES-wide complaint ratio, as well as the associated ranking methodology.

This type of formal filing is not required of us in any other state. At most, an annual filing should suffice.

Dominion Retail maintains a file of complaints with ICC and CUB intervention. If required, we could provide a list of these current complaints and their resolution status with the appropriate details.

Dominion Retail will reserve comment on any format, calculation, presentation and explanation of this data.

Section V: Enforcement

If the Commission Staff or other party believes that an electric supplier has repeatedly violated the requirements above, the following additional expedited procedures may be used to enforce these requirements. However, the complainant, the respondent, and the Commission may mutually agree to adjust the procedures established below. No complaint may be filed under this provision until the complainant has first notified the respondent of the alleged violation and offered the respondent 48 hours to correct the situation.

(i) Reasonable discovery specific to the issue of the complaint may commence upon filing of the complaint. Requests for discovery must be served in hand and responses to discovery must be provided in hand to the requester within 14 days after a request for discovery is made.

(ii) An answer and any other responsive pleading to the complaint shall be filed with the Commission and served in hand upon the complainant within 7 days after the date on which the complaint is filed.

(iii) A pre-hearing conference shall be held within 14 days after the date on which the complaint is filed.

(iv) The hearing shall commence within 30 days of the date on which the complaint is filed. The hearing may be conducted by a hearing examiner or by an arbitrator. Parties shall be entitled to present evidence and legal argument in oral or written form as deemed appropriate by the hearing examiner or arbitrator. The hearing examiner or arbitrator shall issue a written decision within 60 days after the date on which the complaint is filed. The decision shall include reasons for the disposition of the complaint and, if a repeated violation is found, directions and a deadline for correction of the violation.

(v) Any party may file a petition requesting the Commission to review the decision of the hearing examiner or arbitrator within 5 days of such decision. Any party may file a response to a petition for review within 3 business days after actual service of the petition. After the time for filing of the petition for review, but no later than 15 days after the decision of the hearing

examiner or arbitrator, the Commission shall decide to adopt the decision of the hearing examiner or arbitrator or shall issue its own final order.

(vi) The complainant may include in its complaint a request for an order for emergency relief. The Commission, acting through its designated hearing examiner or arbitrator, shall act upon such a request within 2 business days of the filing of the complaint. An order for emergency relief may be granted, without an evidentiary hearing, upon a verified factual showing that the party seeking relief will likely succeed on the merits and that the order is in the public interest. An order for emergency relief shall include a finding that the requirements of this subsection have been fulfilled and shall specify the directives that must be fulfilled by the respondent and deadlines for meeting those directives. The decision of the hearing examiner or arbitrator to grant or deny emergency relief shall be considered an order of the Commission unless the Commission enters its own order within 2 calendar days of the decision of the hearing examiner or arbitrator. Any action required by an emergency relief order must be technically feasible and economically reasonable and the respondent must be given a reasonable period of time to comply with the order.

(vii) In determining the appropriate consequence for a violation, the Commission may take into account the nature, the circumstances, including the scope of harm to individual customers, and the gravity of the violation, as well as the electric supplier's history of previous violations.

(viii) Consequences for violating one or more of the requirements above may include one or more of the following restrictions on an electric supplier's opportunity to sell electricity to retail customers:

- (a) Suspension from a specific Commission approved retail program in either a specific utility service territory or all of Illinois;
- (b) Suspension of the ability to enroll new customers in either a specific utility service territory or all of Illinois;
- (c) Imposition of a requirement to record all telephonic marketing presentations, which shall be made available to Commission Staff for review;
- (d) Reimbursements to customers who did not receive savings promised in the electric supplier's sales contract/uniform disclosure statement or substantially demonstrated to have been included in the electric supplier's marketing materials or to customers who

incurred costs as a result of the electric supplier's failure to comply with the requirements set forth above;

- (e) Release of customers from sales contracts without imposition of early termination fees;
- (f) Revocation of an electric supplier's eligibility to operate in Illinois;
- (g) Any other measures that the Commission may deem appropriate.
- (h) Consequences imposed pursuant to this paragraph shall continue to apply until the electric supplier's failure to comply has been cured or the Commission or Commission Staff has determined that no further cure is necessary.

This whole section is a bit confusing. Does Staff or an aggrieved customer automatically get to invoke "expedited" additional procedures? There needs to be some bounds to this process or it will be abused. In that sense, it's not reasonable as written. Also, the expedited procedural timeline is way too fast.